

Vincent N. Amato, Esq. [3639]
Law Offices of Vincent N. Amato
275 North Middletown Road, Suite 1H
Pearl River, NY 10965
Phone: 845-735-0900
vamato@vamatolaw.com
Attorneys for Plaintiff AT&T Corp.

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

**AT&T CORP.,
a New York corporation,**

Plaintiff,

-against-

**HI-TECH TELECOMMUNICATIONS,
AND SECURITY, INC.,
An Alabama corporation,**

Defendant.

Case No. :

COMPLAINT

Plaintiff, AT&T Corp. (“AT&T”), by and through undersigned counsel, for its Complaint against Defendant Hi-Tech Telecommunications and Security, Inc. (hereinafter “HTTS”) hereby avers and alleges:

PARTIES

1. AT&T Corp. is a corporation organized and existing under the laws of New York. Its principal place of business is located at One AT&T Way, Bedminster, New Jersey 07921.

2. AT&T states, upon information and belief, that HTTS is an Alabama corporation with its place of formation in DeKalb County and with a registered office located at 203 18th Street, NW, Fort Payne, Alabama 35967.

JURISDICTION AND VENUE

3. The United States District Court for the Southern District of New York has subject matter jurisdiction pursuant to 28 U.S.C. §1332(a), in that the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between parties that are domiciled in different states.

4. Venue is proper under 28 U.S.C. §1391(b)(1), in that AT&T Corp., exists within the judicial district of the United States District Court for the Southern District of New York pursuant to 28 U.S.C. §1391(c)(2).

5. Further, the Master Agreement between AT&T Corp. and HTTS calls for “exclusive jurisdiction of the courts located in New York City, USA.” See **Exhibit 1** at § 13.6.

GENERAL ALLEGATIONS

6. HTTS has entered into various contracts with AT&T since 2002 for managed internet services and security services (“MIS Services”), the most recent two contracts being a Master Agreement and Managed Internet Service Center – Service Order Attachment, both dated May 4, 2004. **Exhibit 1** and **Exhibit 2** (collectively “Contracts”).

7. The Managed Internet Service Center – Service Order Attachment contains an evergreen clause which calls for automatic renewal unless either party submits written notice of cancellation. See **Exhibit 2** at § 3(B).

8. AT&T provided MIS Services to HTTS under Account No. 8000-888-6147 (the “Account”), from approximately April 1, 2004 to January 5, 2015.

9. HTTS is indebted to AT&T for MIS Services in the amount of \$102,430.25 due under the Account.

10. Prior to the commencement of this action, AT&T demanded payment for the charges under the Account, but received no part of the balance due.

11. AT&T seeks judgment in the principal amount of \$102,430.25 due and owing under the Account, plus accrued interest at 1.5% per month (18% per annum) or the maximum rate allowed by law, and costs of collection, including reasonable attorneys' fees.

**FIRST CAUSE OF ACTION
(Breach of Contract)**

12. AT&T hereby incorporates by reference as if fully set forth herein, the allegations contained in paragraphs 1-11 above.

13. Pursuant to the Contracts AT&T provided, and HTTS accepted, the MIS Services.

14. AT&T performed all of its obligations under the Contracts.

15. HTTS' failure to pay, as set forth above, constitutes a breach of the Contracts.

16. Pursuant to the Master Agreement, Section 2, Charges and Billings, payment is due within thirty (30) days after the date of the invoice. See Exhibit 1 at § 2.3.

17. Pursuant to the Master Agreement, Charges and Billings, AT&T may assess interest charges to any past due undisputed amounts at the rate of 1.5% per month (18% per annum); and AT&T may also collect reasonable attorney's fees and costs associated with collecting delinquent or dishonored payments. See Exhibit 1 at § 2.3.

18. As a result of HTTS' breach of the Master Agreement, AT&T has suffered damages in the amount to be determined at trial, but no less than \$102,430.25, interest, reasonable attorney's fees and costs.

**SECOND CAUSE OF ACTION
(Quantum Meruit/Unjust Enrichment)**

19. AT&T hereby incorporates by reference as if fully set forth herein, the allegations contained in paragraphs 1-4, and 7-11 above.

20. AT&T furnished the MIS Services to HTTS.

21. The MIS Services were furnished by AT&T with the reasonable expectation that it would be paid for the services.

22. HTTS accepted and benefited from the MIS Services expecting to pay for them or under such circumstances that it knew, or as a reasonable company should have known, that AT&T expected to be paid.

23. By failing to pay AT&T the sums owed to it, HTTS became unjustly enriched and is indebted to AT&T under the theory of Quantum Meruit for a minimum of \$102,430.25 for the services provided under the MIS Account.

WHEREFORE AT&T prays for a judgment as follows:

1. For the sum of \$102,430.25 due and owing under Account No. 8000-888-6147, plus accrued interest from the date due at the contractual rate of 1.5% per month or the maximum rate allowed by law;

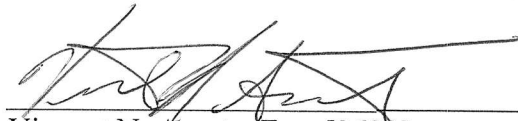
2. Collection costs, including attorneys' fees; and

3. For such other and further relief as this Court may deem just and proper.

Dated: January 25, 2016
Pearl River, New York

LAW OFFICES OF VINCENT N. AMATO

By:

A handwritten signature in black ink, appearing to read 'Vincent N. Amato', is written over a horizontal line.

Vincent N. Amato, Esq. [3639]
275 North Middletown Road, Suite 1H
Pearl River, NY 10965
Telephone: 845-735-0900
vamato@vamatolaw.com

Attorneys for Plaintiff AT&T Corp.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
AT&T CORP.

Plaintiff,
- against -

HI-TECH TELECOMMUNICATIONS AND SECURITY, INC.

Defendant.

SUMMONS AND COMPLAINT

LAW OFFICES OF VINCENT N. AMATO

Attorneys for Plaintiff

275 North Middletown Road
Suite 1 H
PEARL RIVER, NY 10965
(845) 735-0900
